

U.S. Department of Justice
Washington, DC 20530Exhibit A
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

OMB NO. 1124-0006

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov/>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Gray Global Strategies, Inc. 300 New Jersey Avenue, Suite 650 Washington, DC 20001	2. Registration No. 6116
3. Name of foreign principal Moroccan American Center for Policy	4. Principal address of foreign principal 1220 L Street, NW Suite 411 Washington, DC 20005

5. Indicate whether your foreign principal is one of the following:

- ☐ Foreign government
- ☐ Foreign political party
- ☒ Foreign or domestic organization: If either, check one of the following:
- | | |
|--------------------------------------|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input checked="" type="checkbox"/> Other (specify): <u>Non-profit</u> |
- ☐ Individual-State nationality

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant
N/A
- b) Name and title of official with whom registrant deals
N/A

7. If the foreign principal is a foreign political party, state:

- a) Principal address
N/A
- b) Name and title of official with whom registrant deals
N/A
- c) Principal aim
N/A

Formerly CRM-157

FORM NSD-3
DECEMBER 2007

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal.

Moroccan American Center for Policy is a non-profit organization whose mission is to foster and strengthen Moroccan-U.S. relations.

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

Moroccan American Center for Policy is a registered agent for the Government of Morocco.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

Date of Exhibit A <i>July 19, 2012</i>	Name and Title William H. Gray, III, Chairman	Signature 
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U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Gray Global Strategies, Inc.

2. Registration No.

0116

3. Name of Foreign Principal

Moroccan American Center for Policy

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.
- See attached.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

To provide strategic advice regarding Moroccan-American relations.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Provide research and advice on positive messages for U.S. public opinion and government officials.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
	William H. Gray, III, Chairman	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Moroccan American
Center for Policy

June 13, 2012

Mr. William H. Gray
Gray Global Strategies, Inc.
300 New Jersey Avenue, NW
Suite 650
Washington, DC 20001

Dear Mr. Gray:

I am pleased to inform you that the Moroccan American Center for Policy (MACP) will retain the services of Gray Global Strategies, Inc beginning on January 1, 2012 through December 31, 2012.

In this regard, Gray Global Strategies, Inc will provide services related to MACP's activities to positively affect relations between Morocco and the United States.

The agreement to provide services commences on January 1, 2012 for a monthly fee of \$25,000 based on invoices submitted monthly. This fee is subject to change during the term of this contract at MACP's discretion based on client financial guidelines, with a thirty day written notice. MACP acknowledges and agrees that Gray Global Strategies will submit its invoices 30 days prior to the month in which services will be rendered. Payment is due 30 days following receipt of such invoices and Gray Global Strategies. Expenses will be reimbursed according to the guidelines attached to this letter.

Please note that this agreement will expire on December 31, 2012. Either party may cancel or change the terms of this agreement with a 30 day written notification delivered to the principal location of the other party.

Gray Global Strategies, Inc, as an organization, is required to sign a confidentiality agreement to protect our activities and interests.

I am looking forward to our collaboration on behalf of Morocco-US relations.

Sincere regards,


Fatima-Zohra Kurtz
Senior Vice President of Operations

CONFIDENTIALITY AND NON-COMPETE AGREEMENT

This Agreement is made and entered into in the District of Columbia on this day of January 1, 2011, by and between the Moroccan American Center and its affiliates including but not limited to The Moroccan American Cultural Center, Inc., The Moroccan American Center for Policy, Inc., and The Moroccan American Trade & Investment Council, Inc., located at 1220 L. St., NW, Suite 411, Washington, D.C. 20005 (the "Client") and Gray Global Strategies, Inc (The "Consultant").

RECITALS

WHEREAS, the Client has developed written materials, websites, data bases, and proprietary systems which are of substantial value to the Client and said materials are critical components to its presentation of its purpose(s) to the general public; and

WHEREAS, the Client and the Consultant have the intention to enter into a relationship by which the Consultant will at times cooperate with the Client on its materials and presentations made on behalf of the Client to further its purposes(s); and

WHEREAS, as an integral part of the relationship to be established between the Client and the Consultant, the Consultant will become privy to confidential information that is more fully defined below; and

WHEREAS, it is the Client's belief that the dissemination by Consultant of any such confidential information to any third party who would be a person not directly affiliated with the Client will be harmful and damaging to the interests of the Client.

NOW THEREFORE, in consideration of the Recitals set forth above and promises set forth below, the Consultant agrees as follows:

A. Definitions:

1. Protected Materials: The information that is to be treated as protected shall include all confidential material derived from, obtained from, or relating to the internal operations of the Client and all its materials, whether written, electronic or oral in nature, whether they are in the form of discussions, presentations or distributed materials, and that are generally used in the operation of the Client's business or are discussed by Consultant with a member of the Client's staff.

2. Prohibited Persons: Any person (a) who is not directly affiliated with the Client or its staff, (b) the general public, and (c) any persons or entities in competition with the Client.

B. Non Disclosure of Protected Materials:

The Consultant unconditionally agrees not to disclose to any Prohibited Persons any information of the Protected Materials, directly or indirectly, without the express written consent of the Client or its authorized staff. Any such written consent shall be strictly construed in its scope and interpretation against disclosure of the Prohibited Materials, shall be strictly construed in its scope to maximize the definition of Prohibited Person, and shall be strictly construed in its scope to limit the amount of information which constitutes Prohibited Materials.

This, however, shall not apply to (a) information which is required to be disclosed by law, including, without limitation, pursuant to a subpoena or other similar legal process, provided, however, Consultant shall give prior timely notice of such disclosure to the Client to permit the Client to seek a protective order, and, absent the entry of such protective order shall disclose such information as is required; (b) information which at the time disclosed to or obtained by Consultant is legitimately in the public domain; (c) information which becomes part of the public domain through no act, omission, or fault of the Consultant; or (d) information which was developed independently by Consultant or was received by Consultant from a third party which had no confidentiality or fiduciary obligation to the Client with respect to such information.

C. Duration of this Agreement:

The length of time this Confidentiality and Non-Compete Agreement shall remain in effect is indefinitely, or until released in writing by the Client.

D. Termination of Consultant's Work for the Client:

On the termination of the Consultant's relationship with the Client, the Consultant shall return to the Client all documents and property of the Client. The Consultant further agrees not to retain copies, notes or abstracts in any form of any of the Protected Materials. The Client is entitled to notify any future or prospective employer or third party of the existence of this Agreement, and shall be entitled to full injunctive relief for any breach hereof.

E. Non-Compete:

The Consultant agrees that if there is a termination of the employment relationship that the Consultant will not engage directly in the same business as the Client on behalf of the Government of Morocco or for the Government of Algeria or its agents or the Sahrawi Arab Democratic Republic (SADR) or its agents for a period of one (1) year. The scope of the business of the Client is defined in Appendix 1 of this agreement.

F. Damages and Remedies:

1. The Consultant acknowledges that a violation of the terms of this Agreement will cause damage, injury and harm to the Client, and the injury and harm is not yet ascertainable to Client or to the Consultant. The Consultant

acknowledges that any such damages will be difficult if not impossible to calculate in monetary terms, and will be irreparable to the Client. The Consultant agrees that in the event of a breach of this Agreement, the Consultant will not oppose a request for equitable relief, including any affirmative temporary restraining order, with or without notice; any preliminary injunction; and/or a permanent order to enjoin any further violations of this Agreement, in addition to any prayer for monetary relief for damages suffered by the Client.

2. The Consultant agrees that upon written notice from the Client or its staff declaring a breach of this Agreement, that the Consultant shall immediately cease all further activities which are, or are claimed by the Client to be, a breach of this Agreement.

G. Attorneys' Fees:

If any legal action or proceeding, including any arbitration of disputes, arising out of, or relating to, this Confidentiality and Non-Compete Agreement is brought by the Client, the Client shall be entitled to reasonable attorneys' fees, costs and expenses incurred in the action or proceeding.

H. Miscellaneous:

1. Governing Law: This Agreement shall be construed under the laws of the District of Columbia, and its courts shall have sole exclusive jurisdiction.

2. Place of Performance: Performance under this Agreement shall be deemed to be the place this Agreement is entered into.

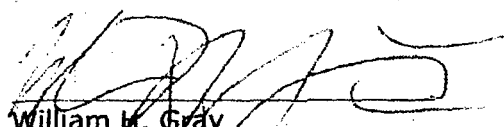
3. Successors and Assigns: This Agreement shall inure to the benefit of, and shall be held accountable against, all personal representatives, heirs, successors, and assigns to the parties hereto.

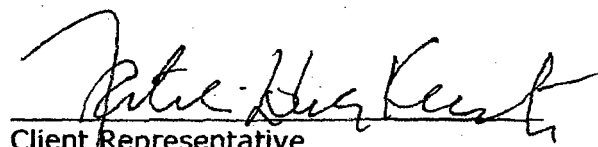
4. Severability: In the event any part of this Agreement is held to be void, voidable, or unenforceable for any reason whatsoever, the remainder of this Agreement not held to be void, voidable, or unenforceable by a court of competent jurisdiction shall remain in full force and effect.

5. Entire Agreement: The parties agree that this is the complete agreement of the parties on the subjects contained herein and all prior oral discussions have been merged herein and made a part hereof.

6. Counterparts: This Agreement may be executed in counterparts. If executed in counterparts, each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

The parties have executed this agreement on the date first mentioned above.


William M. Gray
Gray Global Strategies, Inc


Client Representative
Moroccan American Center

Appendix 1 – Descriptions of NGOs' "Business" (Ref. Section "E")

Moroccan American Center for Policy, Inc.

"About MACP

The Moroccan American Center for Policy (MACP) is a non-profit organization whose principal mission is to inform opinion makers, government officials and an interested public in the United States about political and social developments in Morocco and the role being played by the Kingdom of Morocco in broader strategic developments in North Africa, the Mediterranean, and the Middle East. It is an initiative of His Majesty King Mohammed VI that focuses on enhancing a broad range of Moroccan-US relations."

Moroccan American Trade & Investment, Inc.

"About MATIC

The Moroccan American Trade and Investment Center (MATIC) was established under the Royal Patronage of His Majesty King Mohammad VI as a vehicle to promote the Moroccan-US FTA. MATIC is an American based non-profit trade association that assists the country of Morocco in its quest to encourage economic growth and stability through the promotion of its private sector. Through its Brand Morocco program, MATIC has identified strategies for firms electing to take advantage of the unique location that Morocco provides as a platform from which new business initiatives can be launched into markets throughout the region."

Moroccan American Cultural Center, Inc.

"About MACC

The Moroccan American Cultural Center (MACC) works to build stronger cultural and educational ties between Morocco and the U.S. through its support of programs that enhance bilateral relations and cooperation."